

OMB NO. 1124-0006; Expires February 28, 2014

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

Development Counsellors International, Ltd.

2. Registration No.

4777

3. Name of Foreign Principal

Ecuador Ministry of Tourism

4. Principal Address of Foreign PrincipalEl Telégrafo E7-58 entre El Tiempo y Av. De los Shyris
Edificio Perseus**5. Indicate whether your foreign principal is one of the following:**☒ Foreign government☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (specify) _____☐ Individual-State nationality _____**6. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

Ministry of Tourism

b) Name and title of official with whom registrant deals

Mr. Luis Falconi Tello, Vice Minister of Tourism

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐


9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

The Ministry of Tourism is funded by the Government of Ecuador through tax dollars.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
4/30/13	Carrie Nepo, CFO	

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Washington, DC 20530

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at: <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
 Development Counsellors International, Ltd.

2. Registration No.
 4777

3. Name of Foreign Principal
 Ecuador Ministry of Tourism

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

DCI will provide the design and implementation of the mechanisms for management of the strategic communications, marketing, promotion of tourism, market research and public relations of Ecuador as a destination in the United States and Canada markets.

Formerly CRM-155

FORM NSD-4
Revised 03/11

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Design and propose strategic communication strategies, marketing, tourism promotion, market research and public relations services through press releases; Press trips to Ecuador and work with travel trade to promote the destination. Provide technical advice to the Ministry of Ecuador on marketing strategy in order to promote tourism to Ecuador.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B 4/30/13	Name and Title Carrie Nepo, CFO	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



INTERNATIONAL CONTRACT TO PROVIDE SERVICES

APPEARANCES

Upon the signing of this agreement, on the one hand, the Ecuadorian government through the Ministry of Tourism, represented by Msc. Luis Falconi Tello, in his capacity as Deputy Minister of Tourism, who henceforth to be identified as THE MINISTRY, and, second, the American company DEVELOPMENT COUNSELLORS INTERNATIONAL LTD, who henceforth were considered "the Contractor", legally represented by Mr. Andrew T. Levine, in his capacity as legal representative's appointee follows attached here to as enabling instrumented, who boast quality in agreement to sign this instrument in accordance with the following clauses:

First Clause -Background

1. The second paragraph of Article 3 Regulation of the Organic Law of the National System of Public Recruitment states: "No such rules shall be governed by the procurement of goods to be purchased abroad and whose importing the contracting entities perform services or provide in other Countries, processes that are put to the legal rules of the country in which they hire or / as commercial practices or business models of international application."
2. The Article 11 of Ministerial Agreement No. 172 of October 2, 2001, provides: "The international signings are not governed to the Organic Law of the National System of Public Recruitment, however, they will be authorized by the Minister of Tourist or Deputy or General Coordinator Financial Management (...)". Establishing the article also mentioned, the international procurement process for the Ministry of Tourism.
3. By Technical report of August 30, 2012, signed by officials: Katherine Plua, Maria Alexandra Ordonez, Carla Portalanza, and Eugenio Naranjo, the justified need to hire a corporation specializing in the management of strategic communications, marketing, tourist promotions, and public relations in the United States and Canada.
4. Through Referenda Terms of October 8, 2012, prepared by officials: Santiago Novoa, Katherine Plua, Ursula Troya and Carla Portalanza are established service specifications required by the institution, as well as guidelines for the international recruitment process.
5. Financial Director of the Ministry of Tourism, through budgetary Certification No. 1647 of September 18 and 2012, and signed countless budget Certification the pro CFO Tourism Ministry, dated April 11, 2012, the availability of funds for hiring the design and implementation of mechanisms for management of strategic communications, marketing, promotion of tourism, market research and public relations of Ecuador on the market intended United States and Canada.
6. Through certification PAC-MT-2012-216 on October 15, 2012, Administrative Director, certifies the hiring of the design and implementation of mechanisms for management of the strategic communications, marketing, promotion of tourism, market research and



relationships intended public of Ecuador in the United States and Canada market, it is referred to in the Annual Procurement Plan for the year 2012 of the Ministry of Tourism.

7. Previous reports and the respective studies, the Deputy Minister of Tourism, through Resolution No. DA-MT-2012-608 on October 25, 2012, established the beginning of international pre-hiring process of the design and implementation of mechanisms to the management of strategic communications, marketing, promotion of tourism, market research and allocating public relations of Ecuador in the United States and Canada market.
8. Between October 26 to 30 2012, in international broadcast media, the publication was undertaken by the international recruitment process of recruitment design and implementation of mechanisms for management of the strategic communications, marketing, promotion of tourism, market research and allocate public relations of Ecuador in the United States and Canada market.
9. On October 30, 2012, in accordance with the schedule of recruitment, the company DEVELOPMENT COUNSELLORS INTERNATIONAL LTD., present your offer economic technique, same as after the corresponding analysis, as stated in the qualification report of October 30, 2012, signed by officials: Diego Escobar, Fabio Patrick Lavalle Villagomez and the bidder recommended for award DEVELOPMENT COUNSELLORS INTERNATIONAL LTD.
10. A Resolution through DA-MT-2012-648 of November 8, 2012, the Deputy Minister of Tourism, on the base of the rate made by the Evaluation Committee, rate constant report of October 30, 2012, referred to in the preceding paragraph, awarded the provision of design and implementation of mechanisms for management of the strategic communications, marketing, promotions for tourism, market research and public relations of Ecuador on the market intended United States and Canada, worth three hundred twelve thousand four hundred ninety-nine with 95/100 United States of America dollars (312,499.95), including all taxes and withholdings the Act in favor of the official source DEVELOPMENT COUNSELLORS INTERNATIONAL LTD., the company based in New York City, United States and Canada, legally represented by Mr. Andrew T. Levine,

Second Clause – Contract Documents

2.1.- They form part of the contract, the following documents:

1. Writing the constitution of the company, which state tax home, properly annotated;
2. Identity document of the Legal Representative, duly apostilled;
3. The bid duly signed by the Legal Representative of the company;
4. Certification of Funds;
5. Terms Referenda, thereof including the technical specifications, which correspond to contracted served;
6. Ratings of the Informe offer
7. Technical Informe;
8. Resolution No. DA-MT-2012-608 on October 25, 2012, and
9. Resolution DA-MT-2012-648 of November 8, 2012.

Third Clause. – Interpretation and Term Definitions

3.1.- The terms of the contract should be interpreted literally, within its context, clearly revealing the intention of the parties. In any case, here are the following standards for the interpretation:

When the terms are defined and unambiguous, pay attention to its wording.

If they are not they will be defined as provided in the contract in its natural and obvious meaning, in accordance with contractual and the intentional object of the contractors.

The context will serve to illustrate the meaning of each of its parts, so that there is between all correspondence and harmony.

3.2.- If there are contradictions between the Agreement and the documents thereof, the provisions of the Contract shall prevail. If there are contradictions between the Contract Documents, will be the Ministry of Tourism through the maximum or delegated authority to determine the prevalence of a text, in accordance with the contractual object.

The forms and modalities according to which a legal order can invoke or resort to the rules of another order, to complete, specify or determine the content and scope of a contractual disposition is through the forwarding or referral formal or materials, according to whatever the arena.

Fourth Clause – Object of the Contract

The company DEVELOPMENT COUNSELLORS INTERNATIONAL LTD., has an obligation to the Ministry of Tourism of Ecuador, served to provide the design and implementation of mechanisms for management of the strategic communications, marketing, promotion of tourism, market research and public relations Ecuador destination in the U.S. and Canada market in accordance with the specifications contained in the terms of reference and following documents are added to this instrument as qualifying.

All creative and execution of the rights under the scope of this contract shall be the exclusive property of the Ministry of Tourism, the company expressly recognizing that it is a commissioned work.

Fifth Clause: Contract Price

The value that the contractor shall pay to the Contractor in respect of the services covered by the contract, is three hundred and twelve thousand four hundred ninety-nine with 95/100

United States of America dollars, including value, taxes, deductions, transfer costs or similar costs, the value referred to above corresponds to an estimated budget of the reason economical offer submitted by the contractor which is an integral part of this instrument.

The price established in this instrument includes any tax, fee, retention, contribution or charges which are caused by himself or the reasonable contract now and in the future in the United States and Canada, and therefore, any tax charge will be the exclusive juridical of the person hired. Consequently the price agreed in the contract for the services specified, shall constitute the Contractor compensation only by them.

Sixth Clause: Payment

The chain of contract payments must be made monthly in accordance with the following:


The first month payment would take place prior to:

1. Respective invoice
2. Presentation of the work plan approved by the Ministry of Tourism Ecuador.
3. Execution Presentation Schedule approved by the Ministry of Tourism of Ecuador.
4. Monthly information received conformity and Markets Address Address Investigation the Ministry of Tourism of Ecuador, including monthly actions performed in accordance with the Work Plan and Schedule Execution respective approved by the Ministry of Tourism of Ecuador.
5. Copy of the minutes of the meetings held with la juridical person as compliance support their development.
6. Holders, livelihoods and evidence of the actions taken as:
 - ./ Digital format photographic record of all actions for strategic communications, marketing, promotion of tourism, investigational markets and developed public relations as participaci6n in events, media publications, etc..
 - ./ DVD and / or DV cam, with video recording of the participation of Ecuador at fairs, workshops, bells and various events developed.
 - ./ Original publications and / or news Expendable items such as share register comunicaci6n stockings developed.
 - ./ Reports measurement / evaluation of the bells / activities during the corresponding monthly period.
 - ./ Reports of "media value" for "publicity" or "clippings".
 - ./ Others who can serve as a means of verification of the actions executed.

Each of the payments the next 13 months will be held once management received the following documents:

1. Respective invoices.
2. Monthly report confirming the received Markets Direction of Ministry of Tourism of Ecuador, including monthly actions performed in accordance with the Work Plan and Schedule Execution respective approved by the Ministry of Tourism of Ecuador
3. Copy of the meeting minutes with the juridical person as compliance support theirdevelopment.
4. Every four months, the hired legal person shall also of the Report Monthly corresponding report submit quarterly progress and investigation report of Market.
5. Holders, livelihoods and evidence of the actions taken as:
 - / Digital format photographic record of all actions of strategic communications, marketing, promotion turfstica, market research and public relations developed as participation in events, publications in tights, etc.
 - / DVD and / or DVcam, with video recording of the participation of Ecuador at fairs, workshops, and various events companies developed.
 - / Original publications and / or news items, as a record of actions developed communication stockings
 - / Reports measurement / evaluation of the camparias / activities during the corresponding monthly period.
 - / Reports of "average value" for "publicity" or "clippings".
 - / Others who can serve as verification average of the actions executed.

The payment of the last month prior to the conduct:

1. Respective invoice.
 2. Final Report received by the Ministry of Tourism of Ecuador, which contains a consolidated management report with the details of all actions performed in the contracted time period and the results achieved, according to the Work Plan and its Execution schedule approved by the Ministry of Tourism of Ecuador.
 3. Copy of the minutes of the meetings held with the legal person as compliance support their development, including the Minutes of final meeting.
 4. Holders, livelihoods and evidence of the actions taken as:
 - / Digital format photographic record of all actions of strategic communications, marketing, promotion turística, market research and public relations developed as participation in events, publications in tights, etc.
 - / DVD and / or DVcam, with video recording of the participation of Ecuador at fairs, workshops, and various events companies developed.
 - / Original publications and / or news items, as a record of actions developed communication stockings
 - / Reports measurement / evaluation of the camparias / activities during the corresponding monthly period.
 - / Reports of "average value" for "publicity" or "clippings".
 - / Others who can serve as verification average of the actions executed.
- 

Seventh Clause - Time

The contract will be for fifteen (15) months from date of subscription.

Eighth Clause. – Extension of Time

8.01.- The CONTRACTOR can extend the total period in the following cases, provided that the CONTRACTOR if so requests, in writing, justifying the foundations of the patent application within the period specified in first tenth clause.

May suspend the contract by force majeure accepted as such by the CONTRACTOR on the report of the Contract Administrator. As soon the force majeure disappears, the CONTRACTOR is required to continuing with the execution of the contract, without there being notification by the Contract Administrator.


8.02.- In case of extension of time, the parties work out a new schedule, which signed by them, replaced the original or precedent and will have the same value of the replaced contract.

8.03.- When the extensions of time modifying the total time is needed the contract administrator permission and maximum authority of the CONTRACTOR or his delegate.

Ninth Clause - Fines

For each day of default in the provision of services under this contract, Contractor of the Tourism Ministry pay the equivalent of 1 x 1000 diario of the amount of the monthly billing contract, provided that such delay does not respond to breaches by the Ministry.

If the value of the fines exceeds 5% of the amount of the monthly billing, the contractor may terminate the contract early and unilaterally, it being sufficient communication signed by the Minister of Tourism or his delegate, invoking the reason for its termination advance, without place to any claim by the Contractor.



Tenth Clause - Obligations of the Parties

**OBLIGATIONS OF THE
CONTRACTOR**

- Realize all tasks and activities defined in terms of reference and the arising from service proposal approved (Work Plan and Schedule Execution).
- Deliver all products described in terms of reference and supply lodged in accordance with acceptance criteria established in the Plan of Work approved by the Tourism Ministry of Ecuador.
- Appoint an official spokesman made coordination with the Ministry of Tourism of Ecuador.
- Appoint an agent domiciled in Ecuador for the treatment of controversies or issues related to the execution of the contract, within a period not more than 15 days after signing the contract.
- In the case of the Contractor incurring additional costs, previously authorized by the Ministry of Tourism and executed under supervision of the official delegate Undersecretary for Tourism Promotion, and that they have been generated in attention to requests for services related or complementary to the object of the contract with that Ministry, not covered in the general activities to perform the hired legal entity must submit all backups of expenditure (original invoices and / or certified copies, contracts, pictures comparatives, delivery-reception records, vouchers legally issued, services received reports, videos, photographs, original publications, materials developed, etc.) as justification in order to process a refund.
- At the express request of the Ministry of Tourism, the legal entity will provide letters of authorization for the Ministry of Tourism directly contact suppliers this in arena that the Ministry deems necessary.
- Meet the working methodology established in the terms of reference fully, especially as regards meetings and reports.

In case the hired legal person does not meet the obligations listed above or any other, the arising from efficient execution of the contractual object. The Ministry of Tourism of Ecuador may unilaterally terminate the contract for which enough the contractor notify fifteen days in advance.

OBLIGATIONS OF THE MINISTRY OF TOURISM OF ECUADOR

- During the course of the contract the Ministry of Tourism of Ecuador agrees:
 1. Approve the proposal services once reached a consensus (Work Plan and Schedule Execution) and accept the tasks, activities and products of the person under legal acceptance criteria established in the Work Plan.
 2. Actively participate in the development supervision of the functions of the person observing the timely legal in service delivery object of the recruitment, in accordance with established acceptance criteria proposed service la (Work Plan and Schedule Execution).
 3. Make payment in respect of transfers whenever the Ministry of Tourism of Ecuador requires that legal person hired the represents the destination Ecuador in the U.S. and Canada or elsewhere in the world fairs, events or other activities, or the requiring transfer of the representatives of States office MINISTERIO DE and Canada to Ecuador and such transfer is not contemplated within the overall activities performed.
 4. Make timely payments couple parties agreed values as remuneration of the services object of the recruitment, pre-reception to product conformity.
 5. Appoint Contract Administrator

Eleventh Clause – Force Majeure

The CONTRACTOR shall not be liable for breaching its contractual obligations if the breach arising couple reasons of force majeure or fortuitous arena, while the square is in force under contractual definition of Article 30 of the Civil Code Coding Ecuadorian constant RO Supplement No. 46 of June 24, 2005, properly communicated, justified and accepted pair the CONTRACTOR, clearly specifying the dates of commencement and termination of these.

The Invocation of force majeure must be presented in a time not exceeding five days hours following the event calendar and while the contract is in force, be accepted or rejected pair the Contract Administrator. If the Contractor accepts la invocation of force majeure as a defense raised by the CONTRACTOR does not charge la imposition of fines and even extend the contract time square justified as force majeure or object will be able to extinguish the obligations the contract.

If no notice of CONTRACTOR within the period referred to, shall be understood as the event occurred and therefore does not charge invocation of force majeure or fortuitous arena, unable to be granted extension of the square for this reason, nor reason to give pair being terminate the obligations.

Twelfth Clause.- Contract Administration:

17.01 The Contract Administrator will be the / the director / a Market, who took charge of the control of the services provided by the CONTRACTOR, and adapter will be responsible for all necessary measures so that the contract is executed, observing its provisions, coasts, and set squares or Supervisors appoint auditors to correct the contract administration required.

The Administrator is authorized to resolve any requirement derived of contract execution, I give, receive notifications on behalf of the CONTRACTOR through its legal representative or authorized person to provide the Administrator all information that it requires, as well as written confirmations pair of all activities, operations and transactions related to the contract to maintain or made the CONTRACTOR.

It is the obligation of the Manager to comply with the provisions and the powers to point out internal control standard to the Controller General of the State, wherever applicable.

Thirteenth Clause.- Termination of Contract

14.1.-As the contract
Ends::

- For full compliance with contractual obligations;
- By mutual agreement of the parties;
- By binding award to declare the nullity of the contract or the resolution of it has asked the Contractor or the Contracting Entity;
- On the unilateral declaration of contract, breach of the Contractor in accordance with the following procedure:
- The Ministry of Tourism must notify Contractor, with advance of five (5) days term, his decision to unilaterally terminate the contract detailing the failures incurred.
- If the contractor does not justify the default or breach within five days, the tourism ministry unilaterally ended the contractual relationship which will be communicated to the contractor through trade.

Fourteenth Clause: Disputes and Controversies.-

If disputes or controversies may arise in the interpretation or execution of this contract, where the parties fail to reach an amicable agreement direct, may utilize alternatives methods for solving controversies in the Mediation Center Procuraduría General.

If on divergences arises or there is no agreement, and the parties agree to submit to the procedure in the Act Contentious Administrative Jurisdiction, will be responsible for knowing the controversy the District Court for Contentious Administrative No.1 exercising jurisdiction in the domicile public sector entity.

The legislation applicable to this Contract is the execution Ecuador. Accordingly, the Contractor waives diplomatic channels the utilizer for all claims relating to this Agreement. If the Contractor fails to comply with this compromise, the CONTRACTOR may unilaterally terminate the contract.

Fifteenth Clause: Address

For purposes of communication or notification, the parties point out as your address, the following:

MINISTRY OF TOURISM: El Telegrafo E7-58 entre El Tiempo y Av. De los Shyris, Edificio Perseus
Tel:+ (593 2) 3999333 ext. 1320. Quito-Ecuador.

DEVELOPMENT COUNSELLORS INTERNATIONAL LTD: 215 Park Avenue
South, New York, NY 10003,
United States of America

Sixteenth Clause: OTHER OBLIGATIONS OF THE CONTRACTOR AND THIRD PARTY LIABILITY

If there are more obligations set out in this contract and in the General Conditions of Execution established in the terms of reference and tender, the Contractor is required to comply with any other natural arising of the procurement law and payable by any document recorded in the same or statute specifically applicable....

The Contractor agrees to comply with the obligations to its employees, in their capacity as patron, the CONTRACTOR has responsibility for such charges, or personal relationship with the execution of labor, or staff of the subcontractor.

Seventeenth Clause: Acceptance of the Parties

Freely and voluntarily, after fulfilling all the requirements demanded by the laws of the art, the parties expressly declare their acceptance to all agreed in this agreement, whose provisions are submitted:

En la ciudad de

MSc. Luis Falconi Tello
MINISTERIO DE TURISMO



Development Counsellors
International, Ltd.

NOTE OF CLARIFICATION: This instrument, as appears at the bottom of each firm, la was signed in New York City on January 1, 2012, by Mr. Andrew T. Levine, in his capacity as legal representative of COUNSELLORS INTERNATIONAL DEVELOPMENT LTD., January 2, 2013, for the MSc. Luis Falconi Tello, in his capacity as Deputy Minister of Tourism. For all purposes of the contract in force shall be deemed from the date it was signed by Mr. Deputy Minister in his capacity as representative of the Ministry of Tourism of Ecuador.